

CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZENHAU SER, M.D., M.P.H. Interim Health Officer

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www.publichealth.lacounty.gov

December 16, 2014

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

**Dear Supervisors:** 



BOARD OF SUPERVISORS

Gioria Molina First District Mark Ridley-Thomas Second District Zev Yatoslavsky Third District Don Knabe Fourth District

Michael D. Antonovich Fifth District

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

24 December 16, 2014

PATRICK OZAWA

APPROVAL TO EXECUTE 21 HIV/AIDS CARE SERVICES CONTRACT AMENDMENTS

EFFECTIVE ON DATE OF BOARD APPROVAL

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

#### **SUBJECT**

Request approval to execute 21 HIV/AIDS Care Services contract amendments for the provision of benefit specialty, medical care coordination, ambulatory outpatient medical, oral health care, and nutrition support services effective on the date of Board approval through various dates.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute amendments, substantially similar to Exhibit I, with the 13 providers identified in Attachment A, to increase the annual funding in the total amount of \$671,214 for the provision of HIV/AIDS benefit specialty services (BSS), effective on the date of Board approval through February 28, 2015 or March 31, 2015; increasing the total annual contractual obligation from \$1,069,745 to \$1,740,959, 100 percent funded by Ryan White Program (RWP) Part A funds.
- 2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the BSS contracts that provide an increase or decrease in funding up to 10 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).
- 3. Authorize and instruct the Interim Director of DPH, or her designee, to execute amendments, substantially similar to Exhibit II, with the five providers identified in Attachment B, to increase the

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annual funding in the total amount of \$458,633 for the provision of HIV/AIDS medical care coordination (MCC), HIV/AIDS ambulatory outpatient medical (AOM), and HIV/AIDS oral health care (OHC) services, effective on the date of Board approval through February 28, 2015; increasing the total annual contractual obligation from \$1,281,960 to \$1,740,593, 100 percent funded by RWP Part A funds.

- 4. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to extend the term of the MCC, AOM, and OHC contracts at the annual amounts identified in Attachment B, for the term March 1, 2015 through February 28, 2017, 100 percent funded by RWP Part A funds, subject to review and approval by County Counsel, and notification to your Board and the CEO.
- 5. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the MCC, AOM, and OHC contracts that provide an increase or decrease in funding up to 25 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.
- 6. Authorize and instruct the Interim Director of DPH, or her designee, to execute amendments, substantially similar to Exhibit III, with the three providers identified in Attachment C, for the provision of HIV/AIDS nutrition support services (NSS) to increase the annual funding in the total amount of: a) \$72,702, effective on the date of Board approval through February 28, 2015, and b) \$489,834 for the period of March 1, 2015 through February 29, 2016; increasing the total contractual obligation from \$1,233,309 to \$1,795,845, 100 percent funded by RWP Part A funds
- 7. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the NSS contracts that provide an increase or decrease in funding up to 10 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to enhance BSS services by providing additional funding to assist providers in hiring additional staff to help clients navigate the range of benefits to which they may be entitled as a result of implementation of the Affordable Care Act and Medi-Caid expansion, and to address the increased client demand for BSS services. While your Board has granted delegated authority to DPH to increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation, this recommendation exceeds that authority.

Approval of Recommendation 2 will allow DPH to execute amendments to the BSS contracts to increase or decrease funding up to 10 percent above or below the revised annual base maximum obligation, effective upon amendment execution, and make corresponding service adjustments, as necessary.

Approval of Recommendation 3 will allow DPH to increase funding to:

• AltaMed Health Services Corporation (AltaMed), St. Mary Medical Center (St. Mary), and Venice Family Clinic (Venice) for the provision of MCC services which include clinical and ancillary support

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services; case conferencing; treatment adherence services; and medical and non-medical case management, linkage, retention, and referral services. The additional funding will help address client demand, which is currently higher than originally anticipated. It will allow for an estimated additional 248 clients (61 for AltaMed, 135 for St. Mary, and 52 for Venice) through the remaining term ending February 28, 2015;

- Tarzana Treatment Centers, Inc. (Tarzana) for the provision of AOM services. The additional funding will support increased medical visits that were slightly higher than anticipated;
- City of Pasadena (Pasadena) for the provision of OHC services. The additional funding will help support increased staff costs due to an increase in hours of providing OHC services from 28 hours a week to 40 hours a week.

While your Board has granted delegated authority to DPH to increase or decrease funding up to 25 percent above or below each term's annual base maximum obligation, this recommendation exceeds that authority.

Approval of Recommendation 4 will allow DPH to extend the MCC, AOM, and OHC contracts at the requested funding levels for an additional two years through February 28, 2017. On May 1, 2012, your Board delegated authority to DPH to extend OHC contracts at the lower funding levels for an additional two years through February 28, 2017. On November 20, 2012, your Board delegated authority to DPH to extend the MCC and AOM contracts at the lower funding levels for an additional two years through February 28, 2017. Under Recommendation 4, DPH is requesting to extend all five contracts at the revised amounts which exceed the currently approved 25 percent delegated authority. The requested amounts reflect annual funding amounts generally equal to the revised amounts requested in Recommendation 3.

Approval of Recommendations 5 and 7 will allow DPH to execute amendments to the MCC, AOM, OHC, and NSS contracts to increase or decrease funding up to 25 percent and 10 percent, respectively, above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This will enable DPH to amend the contracts to allow for the provision of additional units of funded services that are above the service level identified in the current contracts and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 6 will allow DPH to increase funding to AIDS Project Los Angeles (APLA), Bienestar Human Services (Bienestar) and Project Angel Food (PAF) to provide homedelivered meals, groceries, and/or food bank support services for residents of Service Planning Areas (SPAs) 2 through 8 of Los Angeles County. The additional funding will allow APLA to distribute an additional 3,012 grocery bags, support Bienestar's recruitment and retention of a Registered Dietician to help tailor the food bank offerings to the dietary needs of clients, and allow PAF to cover increased costs of delivering home-delivered meals. While your Board has granted delegated authority to DPH to increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation, this recommendation exceeds that authority.

#### Implementation of Strategic Plan Goals

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The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

#### FISCAL IMPACT/FINANCING

The total program cost for the 21 Amendments is \$1,202,549, for the period date of Board approval through March 31, 2015; \$2,231,227 for the term March 1, 2015 through February 29, 2016; and \$1,741,393 for the term March 1, 2016 through February 28, 2017, 100 percent funded by RWP Part A funds.

Funding is included in DPH's fiscal year (FY) 2014-15 Final Adopted Budget and will be included in future FYs, as necessary.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

As required under Board Policy 5.120, your Board was notified on March 15, 2012 and October 10, 2012 of DPH's request to increase or decrease MCC, AOM, and OHC service contracts funding up to 25 percent above or below the annual base maximum obligation to allow sufficient flexibility to adjust staffing levels and/or program costs for MCC, AOM, and OHC services.

County Counsel has approved Exhibits I, II, and III as to form. Attachments A, B and C provide additional funding information for the amendments.

#### **CONTRACTING PROCESS**

Benefit Specialty Services

On December 14, 2010, your Board authorized DPH to execute Contract Number PH 001537 with Tarzana for the provision of BSS in SPA1, effective January 1, 2011 through February 28, 2014 with delegated authority to extend through February 28, 2015. On February 27, 2014, DPH exercised its delegated authority and extended the contract through February 28, 2015.

On February 8, 2011, your Board authorized DPH to execute amendments to two AOM and 10 Non-Medical Case Management (Non MCM) contracts to include BSS, in order to assist clients with navigating the public assistance programs that may be available to them. These contracts were extended through February 28, 2013 for AOM and March 31, 2013 for Non-MCM services.

On November 20, 2012, your Board authorized DPH to execute amendments to two AOM and six Non-MCM contracts to extend the contract term through February 28, 2015 or March 31, 2015 and renamed the service type from AOM and/or Non-MCM to Mental Health, Psychiatry or BSS with AIDS Healthcare Foundation, AltaMed, City of Long Beach, Pasadena, East Valley Community Health Center, Northeast Valley Health Corporation, St. Mary, and Tarzana. DPH will return to your Board on February 2015 to request an extension of these contracts through 2016.

On February 4, 2014, your Board authorized DPH to execute four new BSS contracts with APLA, Charles Drew University, Minority AIDS Project and Venice for the term April 1, 2014 through March 31, 2015, and delegated authority to extend through March 31, 2016.

Medical Care Coordination and Ambulatory Outpatient Medical

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On November 20, 2012, your Board approved 19 new MCC and 19 new AOM contracts through February 28, 2015, and delegated authority to the Director of DPH to extend the term at similar funding levels for an additional two years through February 28, 2017.

Oral Health Care

On May 1, 2012, your Board approved three new OHC sole source contracts which included Pasadena through February 28, 2015, and delegated authority to the Director of DPH to extend the term at similar funding levels for an additional two years through February 28, 2017.

**Nutrition Support Services** 

Since the original award and execution of the three NSS contracts in 2004, the contracts have undergone multiple amendments including term extensions, adjustments to funding allocations, and revisions to scopes of work. On February 4, 2014 your Board approved Amendments to these contracts to extend the contract term through February 29, 2016 for the provision of NSS.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of these recommended actions will allow DPH to continue to support the delivery of critical HIV/AIDS BSS, MCC, AOM, OHC, and NSS to residents in Los Angeles County.

Respectfully submitted,

Cynthia A. Harding, M.P.H.

Cynthia A. Harding

Interim Director

CAH:MJP:jlm BL#03138

**Enclosures** 

Chief Executive Officer
 County Counsel
 Executive Officer, Board of Supervisors

### COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH DIVISION OF HIV AND STD PROGRAMS BENEFIT SPECIALTY SERVICES

FUNDING SOURCE: RYAN WHITE PROGRAM (RWP) PART A

				Proposed		Service	
			Current Annual	Augmentation	Revised Annual	Planning	Supervisorial
			Allocation	DOB Approval -	Allocation	Area(s)	District(s)
	Contractor	Contract No.	3/1/14 - 2/28/15	2/28/15	3/1/14 - 2/28/15	Served	Served
1	AIDS Healthcare Foundation	H-209006	\$ 309,705	\$ 143,666	\$ 453,371	2-8	1-4
2	St. Mary Medical Center	H-209015	\$ 59,660	\$ 41,410	\$ 101,070	8	4
3	Tarzana Treatment Centers, Inc.	PH-001537	\$ 80,000	\$ 55,529	\$ 135,529	1	5

						Proposed			Service	
			Curi	rent Annual		ugmentation	Re	vised Annual	Planning	Supervisorial
			А	Illocation	DC	OB Approval -		Allocation	Area(s)	District(s)
	Contractor	Contract No.	4/1/	14 - 3/31/15		3/31/15	4/1	/14 - 3/31/15	Served	Served
4	AIDS Project Los Angeles	PH-002673	\$	100,000	\$	69,411	\$	169,411	4	2
5	AltaMed Health Services Corporation	H-206921	\$	82,840	\$	57,500	\$	140,340	7	1
6	Charles R. Drew University of Medicine & Science	PH-002674	\$	50,000	\$	34,705	\$	84,705	6	2
7	City of Long Beach	H-210813	\$	75,280	\$	52,252	\$	127,532	8	4
8	City of Pasadena	PH-002188	\$	54,320	\$	37,704	\$	92,024	3	5
9	East Valley Community Health Center	H-210825	\$	37,620	\$	26,112	\$	63,732	3	1, 5
10	Minority AIDS Project	PH-002661	\$	50,000	\$	34,705	\$	84,705	6	2
11	Northeast Valley Health Corporation	H-208023	\$	38,880	\$	26,987	\$	65,867	2	3
12	Tarzana Treatment Centers, Inc.	H-210795	\$	101,440	\$	70,410	\$	171,850	2	3
13	Venice Family Clinic	PH-002680	\$	30,000	\$	20,823	\$	50,823	5	2, 3
	Total		\$	1,069,745	\$	671,214	\$	1,740,959		

### COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH DIVISION OF HIV AND STD PROGRAMS HIV/AIDS CARE SERVICES CONTRACTS

FUNDING SOURCE: RYAN WHITE PROGRAM (RWP) PART A

	Contractor	Contract No.	Current Annual Allocation 3/1/14 - 2/28/15	DOB Approval -	Allocation	Allocation	Proposed Annual Allocation 3/1/16 - 2/28/17	Service Planning Area(s) Served	Supervisorial District(s) Served
	Sommer.			ICAL CARE COO		, , , , , , , , , , , , , , , , , , , ,	9, 1, 10 2/29, 11	00.700	55.754
1	AltaMed Health Services Corporation	PH-002384	\$ 257,540	\$ 60,435	\$ 317,975	\$ 317,975	\$ 317,975	3, 7	1
2	St. Mary Medical Center	PH-002387	\$ 369,218	3 \$ 172,726	\$ 541,944	\$ 541,944	\$ 541,944	8	4
3	Venice Family Clinic	PH-002357	\$ 146,250	\$ 66,104	\$ 212,354	\$ 212,354	\$ 212,354	5	2, 3
			AMBUL	ATORY OUTPATI	ENT MEDICAL				
4	Tarzana Treatment Centers, Inc.	PH-002352	\$ 60,67	\$ 36,649	\$ 97,320	\$ 98,120	\$ 98,120	2	3,5
				ORAL HEALTH	CARE			<u> </u>	
5	City of Pasadena	PH-002187	\$ 448,28	\$ 122,719	\$ 571,000	\$ 571,000	\$ 571,000	3	5
		Grand Total	\$ 1,281,960	\$ 458,633	\$ 1,740,593	\$ 1,741,393	\$ 1,741,393		

### COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH DIVISION OF HIV AND STD PROGRAMS HIV/AIDS NUTRITION SUPPORT SERVICES

FUNDING SOURCE: RYAN WHITE PROGRAM (RWP) PART A

						Proposed								
			Cur	rent Annual	Αι	ugmentation	Rev	/ised Annual	Curr	ent Annual	F	Proposed	Rev	vised Annual
			А	llocation	DC	B Approval -	A	Allocation	Α	location	Au	gmentation		Allocation
	Contractor	Contract No.	3/1/	14 - 2/28/15		2/28/15	3/1/	/14 - 2/28/15	3/1/1	5 - 2/29/16	3/1/	15 - 2/29/16	3/1	/15- 2/29/16
1	AIDS Project Los Angeles	H-700241	\$	461,031	\$	62,207	\$	523,238	\$	419,119	\$	298,729	\$	717,848
2	Bienestar Human Services	H-700279	\$	41,981	\$	10,495	\$	52,476	\$	41,981	\$	52,476	\$	94,457
3	Project Angel Food	H-700267	\$	138,682	\$	-	\$	138,682	\$	130,515	\$	138,629	\$	269,144
		Total	\$	641,694	\$	72,702	\$	714,396	\$	591,615	\$	489,834	\$	1,081,449

Contract No.	H-	

### HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES

Amendment No. \_\_\_ THIS AMENDMENT is made and entered into this day of \_\_\_\_\_, 2014, COUNTY OF LOS ANGELES (hereafter by and between "County"), and (hereafter "Contractor"). WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES AGREEMENT", dated \_\_\_\_\_, and further identified as Agreement No. , and any Amendments thereto (all hereafter "Agreement"); and WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the maximum obligation of County and make other hereafter designated changes; and WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and WHEREAS, the Amendment Format has been approved by County Counsel. NOW, THEREFORE, the parties hereto agree as follows: 1. This Amendment shall be effective on date of Board approval.

- 1. This / inchantion shall be chestive on date of Board approval.
- 2. Paragraph 3, <u>MAXIMUM OBLIGATION OF COUNTY</u>, Subparagraph \_, shall be amended to read as follows:

DHSP BSS H	- 1	-

#### "3. MAXIMUM OBLIGATION OF COUNTY:

<ul><li> During the period of April 1</li></ul>	, 2014 through March 31, 2	2015, the
maximum obligation of County for all	services provided hereund	der shall
not exceed	Dollars (\$). Effectiv	e date of
Board approval through March 31, 20	)15,	_ Dollars
(\$) is allocated for increased be	enefits specialty services.	
Such maximum obligation is c	omprised entirely of Ryan	White
Program A funds. This sum represer	nts the total maximum oblig	gation of
County as shown in Schedule at	tached hereto and incorpo	rated
herein by reference."		

3. Paragraph 4, <u>FUNDING/SERVICES ADJUSTMENTS AND</u>

<u>REALLOCATIONS</u>, Subparagraph A, shall be amended to read as follows:

#### "4. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 25 percent (25%) above or below each term's revised annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 25 percent of the term's revised annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding

sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

- 4. Paragraph 7, COMPENSATION, shall be amended to read as follows:
- "7. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedules \_\_\_\_, and the <u>BILLING AND PAYMENT</u> Paragraph of the Contract

attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

5. Paragraph 8, <u>ALTERATION OF TERMS/AMENDMENTS</u>, shall be replaced in its entirety to read as follows:

#### "8. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

- C. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 25 percent (25%)of each term's revised annual base maximum obligation and/or an increase or decrease in funding up to 25 percent (25%) above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.
- D. Notwithstanding Paragraph 8.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in the attached Schedule(s), and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The

executed Change Notice shall be incorporated into and become part of this Contract."

6. Paragraph 21, <u>TIME OFF FOR VOTING</u>, shall be added to read as follows:

#### "21. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

7. Paragraph 22, <u>WHISTLEBLOWER PROTECTIONS</u>, shall be added to read as follows:

#### "22. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross

mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statue, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee."

- 8. Effective on the date of this Amendment, Exhibit \_\_\_, SCOPE(S) OF WORK FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.
- 9. Effective on the date of this Amendment, Schedule \_\_\_\_, BUDGET(S) FOR HIV/AIDS BENEFITS SPECIALTY SERVICES, shall be attached hereto and incorporated herein by reference.
- 10. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

	СО	DUNTY OF LOS ANGELES
	Bv	,
	-,-	Cynthia A. Harding, M.P.H. Interim Director
	5	Contractor
	ву.	Signature
	-	Printed Name
	Title	le(AFFIX CORPORATE SEAL)
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY MARK J. SALADINO County Counsel	′ CO	DUNSEL
APPROVED AS TO CONTRACT ADMINISTRATION:		
Department of Public Health		
By Patricia Gibson, Chief Contracts and Grant Division		
BL#03138		

DHSP BSS H-\_\_\_\_

<u>H-</u>		

### HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) BENEFITS SPECIALTY SERVICES AGREEMENT

**EXHIBIT** 

1. Exhibit \_, Paragraph 4, <u>COUNTY'S MAXIMUM OBLIGATION</u>, shall be amended to read as follows:

"4. <u>C</u>	OUNTY'S MAXIMUM OBLI	GATION: During the peri	od of April 1,
2014 throug	h March 31, 2015, the maxi	mum obligation for all ser	vices provided
hereunder s	hall not exceed	Dollars (\$	). Effective
the period of	f date of Board approval thr	ough March 31, 2015,	
Dollars (\$	) is allocated to incre	eased Benefit Specialty s	ervices."
2 Exhibit	Paragraph 5 COMPENSA	TION shall be amended	to read as

- 2. Exhibit \_, Paragraph 5, <u>COMPENSATION</u>, shall be amended to read as follows:
  - "5. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Schedule \_\_\_ and the <u>BILLING AND PAYMENT</u> Paragraph of the Agreement attached hereto. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."
- 3. Exhibit \_, Paragraph 6, <u>SERVICES TO BE PROVIDED</u>, shall be replaced in its entirety to read as follows:

"6. <u>SERVICES TO BE PROVIDED</u> : During the period of this Agreement,
Contractor shall provide such services as required by DHSP, including, but not
be limited to the following activities.
A. Contractor shall provide benefit specialty services to a minimum
of two hundred fifty-eight (258) clients for the period of April 1, 2013
through March 31, 2014.
Contractor shall provide benefits specialty services to a minimum of
() clients for the period of April 1, 2014 through March
31, 2015.
B. Contractor shall provide a minimum of one thousand, five
hundred forty-eight (1,548) hours of benefits specialty services for the
period of April 1, 2013 through March 31, 2014.
Contractor shall provide a minimum of () hours
of benefits specialty services for the period of April 1, 2014 through March
31, 2015.
C. Contractor shall provide a minimum of one hundred fifty-five
(155) clients with benefits specialty application assistance for the period of
April 1, 2013 through March 31, 2014.
Contractor shall provide a minimum of ()
clients with benefits specialty application assistance for the period of April
1, 2014 through March 31, 2015.

D. Contractor shall provide a minimum of two (2) benefits specialty
orientation/workshop sessions for the period of April 1, 2013 through
March 31, 2014.
Contractor shall provide a minimum of ()
benefits specialty orientation/workshop sessions for the period of April 1,
2014 through March 31, 2015.
E. Contractor shall assist a minimum of one hundred ninety-three
(193) clients with getting enrolled into public assistance programs and
services for the period of April 1, 2013 through March 31, 2014.
Contractor shall assist a minimum of () clients
with getting enrolled into public assistance programs and services for the
period of April 1, 2014 through March 31, 2015."

SCHEDULE	

#### **HIV/AIDS BENEFITS SPECIALTY SERVICES**

	Date of Board A	through
Salaries	\$	0
Employee Benefits	\$	0
Travel	\$	0
Equipment	\$	0
Supplies	\$	0
Other Costs	\$	0
Consultants/Subcontracts	\$	0
Indirect Cost*	\$_	0
TOTAL PROGRAM BUDGET	\$	0

During the term of this Agreement, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

**Revised Attachment 1** 

#### SERVICE DELIVERY SITE QUESTIONNAIRE

CONTRACT GOALS AND OBJECTIVES
REVISED TABLE 2

April 1, 2014 - March 31, 2015

Contract Goals and Objectives	Spec	nefit cialty rices	Application Assistance	Orientation/Work Shop Sessions		Benefits Enrollment	Appeals Referral
	No. of Clients	No. of Hours	No. of Clients	No. of Hours	No. of Sessions	No. of Clients Enrolled	No. of Clients Referred
Site # 1							
Site # 2							
Site # 3							
Site # 4							
TOTAL							_

Ρ	Н	<b> </b> -			

## HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SPAS 2-8 MEDICAL CARE COORDINATION SERVICES CONTRACT

#### **TABLE OF CONTENTS**

Par	agraph	Page
4.	Maximum Obligation of County	2
6.	Funding/Services Adjustments and Reallocations	2
7.	Alteration of Terms/Amendments	4

Contract N	J٥	PH-
Contract i	NO.	F I I-

# DEPARTMENT OF PUBLIC HEALTH HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SPAS 2-8 MEDICAL CARE COORDINATION SERVICES CONTRACT

#### AMENDMENT NO. 2

	THIS AMENDMENT is made	e and entered into this day
of	, 2014,	
	by and between	COUNTY OF LOS ANGELES (hereafter "County")
	and	(hereafter "Contractor")

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SPAS 2-8 MEDICAL CARE COORDINATION SERVICES CONTRACT", dated November 20, 2012, and further identified as Contract Number PH-\_\_\_\_\_\_, and any Amendments thereto (all hereafter "Contract"); and

WHEREAS, County has been awarded grant funds from the U.S. Department of Health and Human Services (hereafter "DHHS"), Catalog of Federal Domestic Assistance (CFDA) Number 93.914, which is authorized by the Ryan White Comprehensive AIDS Resources Emergency Act of 1990, its amendments of 1996, and Subsequent Reauthorizations of the Act (hereafter "Ryan White Program") Part A funds; and

WHEREAS, it is the intent of the parties hereto to amend Contract to increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Contract provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective date of Board approval.
- 2. Paragraph 4, <u>MAXIMUM OBLIGATION OF COUNTY</u>, Subparagraph C, shall be amended to read as follows:

#### "4. MAXIMUM OBLIGATION OF COUNTY:

C. Effective March 1, 20	14 through Febru	uary 28, 2015, the	Э
maximum obligation of County for	or all services pr	ovided hereunde	r shall
not exceed	Dollars (\$	). Effective da	ate of
Board approval through Februar	y 28, 2015,		_Dollars
(\$) is allocated for MC	C services, as s	et forth in Exhibit	C,
Schedule 3.2, attached hereto a	and incorporated	herein by referen	ice."

3. Paragraph 6, <u>FUNDING/SERVICES ADJUSTMENTS AND</u>

<u>REALLOCATIONS</u>, Subparagraph A, shall be amended to read as follows:

#### "6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 25 percent above or below each term's revised annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 25 percent of the term's revised annual base maximum obligation; and

DHSP MCC PH- -2 - 2 -

3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following:
(a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing
Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this

Paragraph may be effective upon amendment execution or at the
beginning of the applicable contract term, to the extent allowed by the
funding source and as authorized by the County's Board of Supervisors.

Adjustments and reallocations of funds in excess of the aforementioned
amount shall require separate approval by County's Board of Supervisors.

Any change to the County maximum obligation or reallocation of funds
between schedules in this Contract shall be effectuated by an
administrative amendment to this Contract pursuant to the ALTERATION

OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification
to or within schedule budget categories shall be effectuated by a change
notice that shall be incorporated into and become part of this Contract
pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of
this Contract."

4. Paragraph 7, <u>ALTERATION OF TERMS/AMENDMENTS</u>, Subparagraph C, shall be amended to read as follows:

#### "7. ALTERATION OF TERMS/AMENDMENTS:

- C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 25 percent of each term's revised annual base maximum obligation and/or an increase or decrease in funding up to 25 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract."
- 5. Effective on the date of this Amendment, Exhibit C, Schedule 3.2, BUDGET(S) FOR HIV/AIDS SPAS 2-8 MEDICAL CARE COORDINATION SERVICES, shall be attached hereto and incorporated herein by reference.
- 6. Effective on the date of this Amendment, ExhibitA.2, STATEMENT OF WORK FOR HIV/AIDS SPAS 2-8 MEDICAL CARE COORDINATION SERVICES, shall be attached hereto and incorporated herein by reference.

DHSP MCC PH- -2 - 4 -

7. Except for the changes set forth herein above, Contract shall not be changed in any respect by this Amendment.

DHSP MCC PH- -2 - 5 -

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

	(	COUNTY OF LOS ANGELES
E	Ву	
	, <u>(</u>	Cynthia A. Harding, M.P.H. nterim Director
	_	Contractor
	E	Зу
		Signature
	_	Printed Name
	-	Γitle(AFFIX CORPORATE SEAL)
		(AFFIX CORPORATE SEAL)
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL MARK J. SALADINO County Counsel		
APPROVED AS TO CONTRACT ADMINISTRATION:		
Department of Public Health		
By Patricia Gibson, Chief		
Contracts and Grants Division		
BL#03138		

DHSP MCC PH- -2 - 6 -

PH-
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## HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SPAS 2-8 MEDICAL CARE COORDINATION SERVICES EXHIBIT

#### **TABLE OF CONTENTS**

<u>Paragraph</u>	<u>Page</u>
3. County's Maximum Obligation	1
4. Compensation	1
8. Services to be Provided	2

	Contract No. PH-
EXHIBIT A.2	

#### HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) SPAS 2-8 MEDICAL CARE COORDINATION SERVICES

Exhibit A.1, Paragraph 3, <u>COUNTY'S MAXIMUM OBLIGATION</u>,
 Subparagraph C, shall be amended to read as follows:

#### "3. COUNTY'S MAXIMUM OBLIGATION:

- 2. Exhibit A.1, Paragraph 4, <u>COMPENSATION</u>, shall be amended to read as follows:

#### "4. COMPENSATION:

County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as set forth in Exhibit C, Schedules 3, 3.1, 3.2, and the INVOICES AND PAYMENT Paragraph of the Contract. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

3. Exhibit A.1, Paragraph 8, <u>SERVICES TO BE PROVIDED</u>, Subparagraph D, shall be amended to read as follows:

"D. Contractor shall provide a minimum of ( ) hours of
Medical Care Coordination services for a minimum of ()
unduplicated patients for the period of March 1, 2014 through February 28, 2015
Effective date of Board approval through February 28, 2015,(),
unduplicated patients will be served."

DHSP MCC PH- -2 -EXA.2 - 2 -

#### **EXHIBIT C**

#### **SCHEDULE 2.2**

## ALTAMED HEALTH SERVICES CORPORATION SPAS 2-8 MEDICAL CARE COORDINATION SERVICES

	Budget Period Date of Board Approval Through February 28, 2015
Salaries	\$
Employee Benefits	\$
Travel	\$
Supplies	\$
Other	\$
Consultants/Subcontractors	\$ 0
Indirect Costs	\$
TOTAL PROGRAM BUDGET	\$

During the term of this Contract, any variation to the above budget must have prior written approval of the Division of HIV and STD Programs' Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Contract	Nο	H-	
Contract	INO.	1 1-	

### HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) NUTRITION SUPPORT SERVICES AGREEMENT

AMENDMENT NO. \_\_\_

THIS AMENDMENT is made and entered into this \_\_\_\_\_\_ day

of \_\_\_\_\_\_, 2014,

by and between COUNTY OF LOS ANGELES (hereafter "County"),

(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) NUTRITION SUPPORT SERVICES AGREEMENT", dated February 17, 2004, and further identified as Agreement Number H-\_\_\_\_\_\_, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to increase the maximum obligation of County and make other hereafter designated changes; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties; and WHEREAS, the Amendment Format has been approved by County Counsel.

NOW, THEREFORE, the parties hereto agree as follows:

- 1. This Amendment shall be effective on date of Board approval.
- 2. Paragraph 4, <u>MAXIMUM OBLIGATION OF COUNTY</u>, subparagraphs K and L, shall be amended to read as follows:

and

#### "4. MAXIMUM OBLIGATION OF COUNTY:

	K. During the period March 1,	2014 through Februar	y 28, 2015, the
maxim	um obligation of County for all	services provided here	eunder shall
not ex	ceed	_ Dollars (\$	_). Effective
date o	f Board approval through Febru	ıary 28, 2015,	Dollars
(\$	) is allocated for increased	client nutrition suppor	t services.
	Such maximum obligation is co	omprised of Ryan Whit	e Program A
funds.	This sum represents the total	maximum obligation of	f County as
shown	in Schedule attached he	reto and incorporated l	herein by
referer	nce.		
	L. During the period March 1,	2015 through February	y 29, 2016, the
maxim	um obligation of County for all	services provided here	eunder shall
not ex	ceed	Dollars (\$	).
not ex	ceedSuch maximum obligation is co		
		omprised of Ryan Whit	e Program A
funds.	Such maximum obligation is co	omprised of Ryan Whit	e Program A
funds.	Such maximum obligation is control of the sum represents the total in Schedule, attached he	omprised of Ryan Whit	e Program A
funds. shown referer	Such maximum obligation is control of the sum represents the total in Schedule, attached he	omprised of Ryan Whit maximum obligation of ereto and incorporated	e Program A f County as herein by
funds. shown referer 3. Paragraph	Such maximum obligation is control of the sum represents the total in Schedule, attached he had note."	omprised of Ryan White maximum obligation of ereto and incorporated amended to read as f	e Program A f County as herein by ollows:
funds. shown referer 3. Paragraph "5. <u>CC</u>	Such maximum obligation is contained the sum represents the total in Schedule, attached he had note."	omprised of Ryan White maximum obligation of ereto and incorporated amended to read as f es to compensate Cont	e Program A f County as herein by ollows:
funds. shown referer 3. Paragraph "5. <u>CC</u> performing se	Such maximum obligation is control of the sum represents the total in Schedule, attached he had note."  15, COMPENSATION, shall be COMPENSATION: County agree	omprised of Ryan White maximum obligation of ereto and incorporated amended to read as f es to compensate Contention	re Program A  f County as herein by  ollows: tractor for set forth in
funds. shown referer 3. Paragraph "5. <u>CC</u> performing se	Such maximum obligation is control of the sum represents the total in Schedule, attached he had note."  a 5, COMPENSATION, shall be compensed in the compensation of the compensatio	omprised of Ryan White maximum obligation of ereto and incorporated amended to read as fees to compensate Contembursable net cost as AND PAYMENT Parage	e Program A f County as herein by ollows: tractor for set forth in graph of the

- 2 -

### 4. Paragraph 7, <u>FUNDING/SERVICES ADJUSTMENTS AND</u> REALLOCATIONS, Subparagraph A, shall be amended to read as follows:

#### "7. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's revised annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 10 percent of the term's revised annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this

Paragraph may be effective upon amendment execution or at the
beginning of the applicable contract term, to the extent allowed by the
funding source and as authorized by the County's Board of Supervisors.

Adjustments and reallocations of funds in excess of the aforementioned
amount shall require separate approval by County's Board of Supervisors.

Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within schedule budget categories shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract."

5. Paragraph 20, <u>ALTERATION OF TERMS/AMENDMENTS</u>, Subparagraph C, shall be amended to read as follows:

#### "20. ALTERATION OF TERMS/AMENDMENTS:

C. Notwithstanding Paragraph 20.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's revised annual base maximum obligation and/or an increase or decrease in funding up to 10 percent above or below each term's revised annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the

County's Board of Supervisors, and shall be incorporated into and become part of this Contract."

<ol><li>Effective on the date of this Amendment, Exhibit, SCOPE(S) OF WORK</li></ol>
FOR HIV/AIDS NUTRITION SUPPORT-FOOD BANK/PANTRY SERVICES, shall be
attached hereto and incorporated herein by reference.

7. Effective on the date of this Amendment, Schedule shall be added and
Schedule shall be replaced by Schedule, BUDGET(S) FOR HIV/AIDS
NUTRITION SUPPORT-FOOD BANK/PANTRY SERVICES, attached hereto and
incorporated herein in reference.

8. Except for the changes set forth herein above, Agreement shall not be changed in any respect by this Amendment.

/ / / / / /

**EXHIBIT III** 

IN WITNESS WHEREOF, the Board of the County of Los Angeles has caused this Amendment to be subscribed by its Interim Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

#### **COUNTY OF LOS ANGELES**

By\_

		Cynthia A. Harding, M.P.H. Interim Director
		Contractor
	Bv	
	, <u>—</u>	Signature
		Printed Name
	Title	
	1100_	(AFFIX CORPORATE SEAL)
APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY OF MARK J. SALADINO County Counsel	OUNSE	L
APPROVED AS TO CONTRACT ADMINISTRATION:		
Department of Public Health		
By Patricia Gibson, Chief Contracts and Grants Division		
BL#03138_		

	<u>H-</u>
EXHIBIT	
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### HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) NUTRITION SUPPORT SERVICES AGREEMENT

Exhibit \_\_ and \_\_\_, Paragraph 3, <u>COUNTY'S MAXIMUM OBLIGATION</u>,
 Subparagraphs C and D, shall be amended to read as follows:

#### "3. COUNTY'S MAXIMUM OBLIGATION:

- C. During the period of March 1, 2014 through February 28, 2015, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Nutrition Support-Food Bank/Pantry Services shall not exceed \_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_). Effective on date of Board approval through February 28, 2015, \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_) is allocated for increased HIV/AIDS Nutrition Support-Food Bank/Pantry Services.

  D. During the period of March 1, 2015 through February 29, 2016,
- D. During the period of March 1, 2015 through February 29, 2016, that portion of County's maximum obligation which is allocated under this exhibit for HIV/AIDS Nutrition Support-Food Bank/Pantry Services shall not exceed \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_)."
- 2. Exhibit J.1, Paragraph 4, <u>COMPENSATION</u>, shall be amended to read as follows:
  - "4. <u>COMPENSATION</u>: County agrees to compensate Contractor for performing services hereunder for actual allowable reimbursable cost as forth in

DHSP Nutrition H-	- EX	- 1	-

Schedule and, and the BILLING AND PAYMENT Paragraph of the
Contract attached hereto. Invoices and cost reports must be submitted and will
be reimbursed in accordance with approved line-item detailed budgets."
3. Exhibit J.1, Paragraph 8, SERVICES TO BE PROVIDED, Subparagraph D,
shall be amended to read as follows:
"8. <u>SERVICES TO BE PROVIDED</u> :
D. Ensure the distribution of a minimum of
() bags of groceries to a minimum of ()
unduplicated clients, as described in the Revised Table 2. Ensure that the
food provided meets nutritional needs of persons living with HIV/AIDS in at
least fifty percent (50%) of the USDA Dietary Guidelines for Americans at
the two thousand (2,000) calorie level. The nutrition breakdown for each
bag shall average one thousand (1,000) calories/day or seven thousand
(7,000) calories/week. Menus shall be developed in conjunction with a
registered dietitian, taking into account the nutrition needs of the client,
special diet restrictions, portion control, and client preferences.
Community and cultural preferences shall be reflected in the nutrition
support provided. Menu plans shall be changed periodically to promote

variety based on client input, individual nutrition need, season and

availability of food."

\$0

SCHEDULE	

### HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

#### **NUTRITION SUPPORT SERVICES- FOOD BANK/PANTRY SERVICES**

**Budget Period** Date of Board Approval through February 28, 2015 **Salaries** \$0 **Employee Benefits** \$0 Travel \$0 \$0 Equipment \$0 **Supplies** Other \$0 Consultants/Subcontracts \$0 Indirect Cost \$ 0

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

TOTAL PROGRAM BUDGET

SCHEDULE	

### HUMAN IMMUNODEFICIENCY VIRUS (HIV) ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)

#### **NUTRITION SUPPORT SERVICES- FOOD BANK/PANTRY SERVICES**

	Budget Period March 1, 2015 through February 29, 2016
Salaries	\$ O
Employee Benefits	\$ 0
Travel	\$ 0
Equipment	\$ 0
Supplies	\$ 0
Other	\$ 0
Consultants/Subcontracts	\$ 0
Indirect Cost	<u>\$ 0</u>
TOTAL PROGRAM BUDGET	\$ 717,848

During the term of this Agreement, any variation to the above budget must be executed through a written Change Notice, executed by the Division of HIV and STD Programs' Director and the Contractor. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

#### SERVICE DELIVERY SITE QUESTIONNAIRE

# CONTRACT GOALS AND OBJECTIVES AIDS PROJECT LOS ANGELES

#### **REVISED TABLE 2**

#### March 1, 2014 through February 28, 2015

Number of Nutrition Support Services - food bank/pantry Contract Goals and Objective by Service Delivery Sites.

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	(Food Distribution)	
Service Unit	No. of Clients	No. of Bags
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site #7		
TOTAL		

#### SERVICE DELIVERY SITE QUESTIONNAIRE

#### **CONTRACT GOALS AND OBJECTIVES**

\_\_\_\_\_

#### **REVISED TABLE 2**

#### March 1, 2015through February 29, 2016

Number of Nutrition Support Services - food bank/pantry Contract Goals and Objective by Service Delivery Sites.

Please note: "No. of Clients" will refer to the number of **unduplicated** clients.

Contract Goals and Objectives	(Food Distribution)	
Service Unit	No. of Clients	No. of Bags
Site # 1		
Site # 2		
Site # 3		
Site # 4		
Site # 5		
Site # 6		
Site #7		
TOTAL		